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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

.....X
In re:

CREATIVE LEARNING SYSTEMS, LLC,

Chapter 11
Case No: 18-23814 (RDD)

Debtor.

.....X

**SECOND STIPULATION BETWEEN DEBTOR AND E.K. TRIANGLE LLC
CONCERNING PAYMENT OF ADMINISTRATIVE RENT AND ORDER THEREON**

It is hereby stipulated and agreed by and between Creative Learning Systems, LLC (“Debtor”) and E.K. Triangle, L.L.C. (E.K. Triangle”) hereby agree and stipulate as follows (the “Stipulation”):

WHEREAS, Debtor is the lessee and E.K. Triangle is the lessor under the lease agreement dated July 23, 2015 for nonresidential real property located at the Triangle Shopping Center in Yorktown Heights, New York (the “Lease”).

WHEREAS, on November 26, 2018 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court in the White Plains division of the Southern District of New York (the “Court”);

WHEREAS, pursuant to section 365(d)(3) of the Bankruptcy Code, the Debtor is obligated to E.K. Triangle for timely payment of pre-Petition and post-Petition administrative rent due under the Lease.

WHEREAS, the Debtor and E.K. Triangle entered into a prior stipulation ordered by the Court on January 15, 2019 [ecf no.:20] governing administrative rent due through May 15, 2019.

NOW, THEREFORE, it is hereby stipulated, agreed and ordered that:

1. The Debtor shall pay E.K. Triangle \$10,000 on June 15, 2019 (amount has already been paid), July 15, 2019, August 15, 2019 and September 15, 2019 on account of post-Petition administrative rent due and to become due under the Lease.
2. Pursuant to section 365(d)(3) of the Bankruptcy Code, the Debtor is obligated to E.K. Triangle for timely payment of post-Petition administrative rent due under the Lease in the amount of not less than \$27,318.18 per month commencing December 1, 2018.
3. Subject to the Debtor's timely payment of \$10,000 per month on the 15th of the month beginning with June and continuing through September 2019, E.K. Triangle will defer the payment of the remaining amounts due to it of post-Petition administrative rent until October 15, 2019 and E.K. Triangle will not make any motions to lift the automatic stay during that period.
4. The Debtor and E.K. Triangle have entered into a new lease (the "New Lease") subject to approval by the Court. Upon Court approval such New Lease will supersede pertinent parts of this Stipulation.
5. The parties to this Stipulation represent that they have the authorization and authority to execute this Stipulation.
6. This Stipulation may be executed in counterparts, each which shall be deemed an original but all of which together shall constitute one and the same instrument.

STIPULATED TO:

BRONSON LAW OFFICES P.C.

/s/ H. Bruce Bronson

H. Bruce Bronson, Esq. (hbbronson@bronsonlaw.net)

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Attorneys for Debtor

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By:/s/ David J. Mark

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New York, New York 10019

Attorneys for E.K. Tringle, L.L.C.

SO ORDERED

/s/ Robert D. Drain

Honorable Judge Robert D. Drain

United States Bankruptcy Judge

Southern District of New York

Dated: White Plains, NY

July 10, 2019